



Study Abroad Participant Agreement Assumption of Risk, Waiver of Liability and Indemnification

I, _____ (name of student) have agreed to participate in the Lone Star College System's ("LSCS") Program titled _____ (to be referred to as "the Program") in _____ (Country/Countries) from _____ (starting date) through _____ (ending date). I understand and hereby acknowledge that my participation in the Program is wholly voluntary. The LSCS has agreed to let me participate in the program and I, in turn, agree to the following:

1) **Risks of Education Abroad.**

I understand that participation in the LSCS' Education Abroad Program involves risks, hazards, and dangers not found in the study at the LSCS. I am aware of, understand, acknowledge, appreciate that these risks, dangers, and hazards involve traveling to and within, and returning from, one or more foreign countries, including risks of air travel and all other types of transportation that could result in damage to property, injury to persons, or death; foreign political, legal, social, and economic conditions; different standards of design, safety and maintenance of utilities, including computing facilities, buildings, public places and conveyances; and local sanitation, medical, and weather conditions. I am aware of, understand, acknowledge, and appreciate the risks, hazards, and dangers of travel to, in and around the destination Country/Countries, including but not limited to the dangers to my own health and personal safety, including loss of property, personal injury, or death posed by war, terrorism, crime, civil unrest, kidnapping, illness, public health risks, accidents, and/or violence. Applicable current travel advisories issued by the U.S. Department of State and the Center for Disease Control information materials either have been received or Internet site addresses provided to me. Further, I have made my own investigation and I am willing to accept these risks, hazards, and dangers.

2) **Health and Safety.**

I hereby represent and warrant that I am and will be covered throughout the Program by a policy of comprehensive health and accident insurance, which provides comprehensive health and accident insurance policy for injuries and illnesses I sustain or experience overseas, and, more specifically, in the country that I will be living and/or traveling while on the Program, as well as emergency evacuation and repatriation of remains insurance. I agree to purchase an International Student Identity Card (ISIC), which will be in effect the entire length of the Program. This card provides modest accident and sickness insurance, emergency evacuation and repatriation of remains anywhere I travel outside the United States for as long as the card is valid. ISIC insurance is considered supplemental and should not take the place of other insurance.

I hereby represent and warrant that my health insurance policy will adequately cover me while outside the United States. I agree to report to the Education Abroad Office any physical or mental condition I have, which may require special medical attention or accommodation during the Program as early as possible, but no later than thirty (30) days prior to departure from the U.S.

I acknowledge and recognize that the LSCS is not obligated to attend to any of my medical or medication needs, and I assume all risk and responsibility therefore. If I require medical treatment or hospital care, in a foreign country or in the United States, during my participation in the Program, the LSCS is not responsible for the cost or quality of such treatment or care. The LSCS may (but is not obligated to) take any actions it considers to be warranted under the circumstances regarding my health and safety. I agree to pay all expenses related thereto and hereby release the LSCS from any liability for any such actions.

Changes to Program and Responsibility.

I understand and acknowledge that the LSCS does not represent or act as an agent for, and cannot control the acts or omissions of, any host institution, host family, transportation carrier, hotel, tour organizer, or other provider of goods or services relation to the Program.

I understand and acknowledge that the LSCS reserves the right to make changes to the Program (including equipment substitutions or alterations in the proposed itinerary) at any time and for any reason, with or without notice, and the LSCS shall not be liable for any loss whatsoever to me by reason of any such cancellation or change. The LSCS is not responsible for penalties assessed by air, land, water carriers and/or other transportation that may result due to operation and/or itinerary changes, regardless of whether the LSCS makes such arrangement. The LSCS, reserves the right to substitute hotels or accommodations or housing of a similar category at any time. Specific room and housing assignments are within the sole discretion of the LSCS.

I understand and acknowledge that the LSCS assumes no responsibility or liability, in whole or in part, for: any delays, delayed or changed departure or arrival times; fare changes, dishonors of hotel, airline or vehicle rental reservations; missed carrier connections; sickness, disease, injuries (including death), losses, damages, weather, strikes, acts of God, circumstances beyond the control of the LSCS, force majeure, war, quarantine, civil unrest, kidnapping, public health risks, criminal activity, terrorism, expense, accident, injuries, damage to and lost property; bankruptcies of airlines or other service providers; inconveniences, cessation of operations, mechanical defects, failure or negligence of any nature howsoever caused in connection with any accommodations, restaurant, transportation, or other service or for any substitution of hotels or of common carriers beyond the LSCS's control, with or without notice; or for any additional expense occasioned by any of the foregoing. If due to weather, flight schedules or other uncontrollable factors I am required to spend additional nights, the LSCS will not be responsible for my hotel, transfers, meal costs or other expenses. My baggage and personal property are transported at my risk entirely.

The right is reserved by the LSCS, in its sole discretion, to cancel the Program or any aspect thereof prior to departure; and, in the LSCS's sole discretion to cancel the Program or any aspect thereof after departure, requiring that all participants return to the United States if the LSCS determines or believes that any person is or will be in danger if the Program or any aspect thereof is continued. If the Program is changed or cancelled, the only responsibility of the Program is to refund to me all uncommitted monies and deposits I have paid to the Program. If changes in the Program are minor, the Program does not have to refund any amounts to me.

4) **Independent Activity and Traveling Independently.**

I understand that if I spend any time away from the Program's location, travel to or from the destination Country/Countries independently of the Program group, or participate in any activity that is not a planned part of the program (such as a field trip) that I will complete a Time Away form, which I will give to the Program Director no later than two days (two weeks for independent travel to the destination Country/Countries) prior to departure each time I intend to leave for independent travel or activities. The Program Director has the discretion to deny time away requests. I hereby represent and warrant that my participation in these activities is not required by the LSCS and is wholly voluntary. I understand and hereby acknowledge that I may face additional and/or increased risk of injury or death due to civil unrest, violence, terrorism, crime, illnesses, kidnapping, or political instability by traveling away from the Program's location. I hereby assume, knowingly and voluntarily, each of these risks and all other risks that could arise out of or occur during any independent activities.

5) **Standard of Conduct.**

I understand and acknowledge that the LSCS's Student Code of Conduct and policies on Alcohol, Drug Use, and Sexual Harassment apply whether I am on the home campus or abroad. I also agree to abide by these policies.

I understand and acknowledge that each foreign country has its own laws and standards of acceptable conduct, including dress, manners, morals, politics, drug use, and behavior. I recognize that behavior, which violates those laws or standards, could harm the LSCS's relations with those countries and the institutions therein, as well as my own health and safety. I will become informed of, and will abide by, all such laws and standards for each country to or through which I will travel during my participation in the Program, including attending any and all Program orientation meetings and reading all materials the Program provides. I will attend to any legal problems I encounter with any foreign nationals or government of the host country or any country to or through which I travel during my participation in the Program. The LSCS is not responsible for providing any assistance under such circumstances.

I understand and acknowledge that the Program Director will be the sole judge of whether my actions hurt the Program, myself or others in the Program or seriously offend the host culture. Inappropriate actions include, but are not limited to: excessive absences from class; failure to participate in activities or field trips; failure to complete homework assignments; any use or involvement with illegal drugs; behavior that disturbs other persons in the program or persons in

the surrounding accommodations; breaking the laws of the host county or violating LSCS policies or procedures; and/or any abuse of alcohol. If the Program Director finds I have violated this section, the Program Director or someone s/he appoints, such as the on-site Director, may terminate my participation in the Program. I understand and acknowledge that should my participation in the Program be terminated, I will receive no refund of any fees, I am required to leave the Program immediately, and that I am solely responsible for arranging and paying for my own transportation back to the United States.

6) **Reproduction of Records.**

The Program may reproduce and use for educational purposes without compensation all photographs, videos, movies, or sound recordings taken of me during the time I participate in the Program.

7) **Assumption of Risk and Release of Claims.**

Knowing the risks, dangers, and hazards described above, and in consideration of being permitted to participate in the Program, I agree, individually, and on behalf of my heirs, successors, assigns and personal representatives, to assume all the risks, dangers, hazards, and responsibilities surrounding my participation in the Program. To the maximum extent permitted by law, I, individually, and on behalf of my heirs, successors, assigns and personal representatives, hereby release and forever discharge the LSCS and its employees, agents, officers, trustees and representative (in their official and individual capacities) from any and all liability whatsoever, which arise as a result of negligence on the part of the LSCS, for any and all damages, losses or injuries (including death) I sustain to my person or property or both, including but not limited to any claims, demands, actions, causes of action, judgments, damages, expenses and costs, including attorneys fees, which arise out of, result from, occur during or are connected in any manner with my participation in the Program, any related or independent travel, any activities or field trips, irrespective of whether they are sponsored, supervised or controlled by the LSCS, and which arise as a result of negligence on the part of the LSCS, its employees, agents, officers, trustees or representatives (in their official and individual capacities).

8) **Indemnification and Hold Harmless.**

I, individually, and on behalf of my heirs, successors, assigns and personal representatives, hereby agree to indemnify, defend and hold harmless the LSCS and its employees, agents, officers, trustees and representatives (in their official and individual capacities) from any and all liability, loss, damage or expense, including attorneys fees, that may result from my negligent or intentional act or omission, which arise out of, occur during, or are in any way connected with my participation in the Program, any related or independent travel, any activities or field trips, irrespective of whether they are sponsored, supervised or controlled by the LSCS.

I agree that this Waiver, Release and Indemnification is to be construed and governed under the laws of the State of Texas, U.S.A.; and that if any portion hereof is held invalid, the balance hereof shall, notwithstanding, continue in full legal force and effect. In signing this document I

hereby acknowledge that I have read this entire document, that I understand its terms, that by signing it I am giving up substantial legal rights I might otherwise have, and that I have signed it knowingly and voluntarily.

MY SIGNATURE INDICATES THAT I HAVE READ AND UNDERSTOOD THIS AGREEMENT AND THAT I AGREE TO EVERYTHING STATED IN IT. FURTHER, NO REPRESENTATIONS, STATEMENTS, OR INDUCEMENTS, ORAL OR WRITTEN, APART FROM THE FOREGOING WRITTEN STATEMENT, HAVE BEEN MADE. MY SIGNATURE ALSO INDICATES THAT I AM AWARE OF ANY SPECIAL RISKS, DANGERS, AND HAZARDS INVOLVED IN THE PROGRAM.

Name of Program (e.g. CBA Summer Program/Thailand)

Participant's Name (printed)

Date

Participant's Name (signature)

Date

If Applicant is under 18 years of age:

I am the parent or legal guardian of the above Applicant, I have read and understand the foregoing Agreement and Release Form (including such parts as may subject me to personal financial responsibility), I am and will be legally responsible for the obligations and acts of the Applicant as described in this Agreement and Waiver of Liability and Release Form, and I agree, for myself and for the Applicant, to be bound by its terms.

Parent or Legal Guardian Signature

Date

**Modification of this Agreement Requires
Approval of the LSCS OGC**